

TO GENE HARDY  
FROM DANNY BRISCOE  
RE PROPOSED TIME BUY

Works out to  
\$1376<sup>00</sup>=  
for 32 Commercials

Kim Kelley - 859-422-1501

MONDAY OCT-17

↓

SUNDAY OCT 23



FAX 859-263-4938

WEST BADEN SPRINGS

HOTEL

West Zone

6 PM - 12 AM

PRICE

ESPN

4 times

\$49

→ ~~56~~

196

ESPN2

4 times

\$22

→ ~~26~~

88

HGTV

4 times

\$44

→ ~~50~~

176

TBS

4 times

\$49

→ ~~56~~

196

TNT

4 times

\$41

→ ~~46~~

164

USA

4 times

\$49

→ ~~56~~

196

FXNC

4 times

\$41

→ ~~46~~

164

HIST

4 times

\$49

→ ~~56~~

196

32 times

\$1376

DANNY BRISCOE FAX - 1-502-254-0040

Phone 1-502-254-0444

# TIME WARNER CABLE

## RECORD OF REQUEST FOR PURCHASE OF POLITICAL TIME

(THIS FORM MUST BE COMPLETED FOR ALL REQUESTS [ORAL OR WRITTEN] AND PLACED IN POLITICAL AND PUBLIC INSPECTION FILE)

Date of Request: 10/13/16  
Name of Person making the Request: DANNY BRISCOE  
Address of Person making the Request: 1408 SOMERHILL WAY  
LOUISVILLE, KY 40223  
Telephone Number of Person making the Request: 502-254-0444  
Name of Candidate/Issue: RUSSELL MEYER  
Name of Issue/ Candidate's Authorized Committee: Committee to Elect Russell Meyer  
Name of Treasurer of Committee: STEVE SMITH  
If a Candidate, then Legally Qualified Candidate for the Office of: STATE REPRESENTATIVE in the County of DESSAMINE + FAYETTE

Issue Ad: \_\_\_\_\_ (Indicate yes/no)

Describe Issue to which Ad refers: \_\_\_\_\_

Advertiser is FOR or AGAINST this issue (circle one)

GENERAL ELECTION \_\_\_\_\_

Democrat ☒  
Republican \_\_\_\_\_  
Other \_\_\_\_\_

Information Requested: \_\_\_\_\_

Information Provided: \_\_\_\_\_

Request to Purchase Time: ☒ ACCEPTED ☐ REJECTED

If request to purchase time is GRANTED attach Agreement For Political Cablecasts, schedule of time purchased (including rates charged, class of time purchased) and Affidavit of Performance

Signed: \_\_\_\_\_

Signature of Individual Receiving Request

Date: 10/13/16

If this inquiry is made on behalf of a person or entity other than a candidate, provide the name of the person or entity purchasing time; name, address and telephone number of contact person; and list the name, address and telephone number of the chief executive officer(s) or members of the executive committee or board of directors of sponsoring organization.

Rev. 1/2/16

**AGREEMENT TO PURCHASE POLITICAL ADVERTISING AVAILABILITIES**  
Rev. 1/2/16

System and location: 6930 (Time Warner Cable)  
I, DANNY BRISCOE (being or on behalf of)  
RUSSELL MEYER  
a legally qualified candidate of the DEMOCRATIC political party for the office of  
STATE REPRESENTATIVE in the  
GENERAL election to be held on NOVEMBER 8, do hereby request system time on  
channel \_\_\_\_\_ as follows:

LENGTH OF TELECAST	HOUR	DAYS	TIMES PER WEEK	TOTAL NO. WEEKS	RATE
--------------------	------	------	----------------	-----------------	------

DATE OF FIRST TELECAST

DATE OF LAST  
TELECAST

Total Charges: \_\_\_\_\_

The telecast time will be used by \_\_\_\_\_  
I represent that the advance payment for the above-described telecast time has been furnished by \_\_\_\_\_

\_\_\_\_\_ and that Time Warner Cable Media Sales is authorized to describe that  
sponsor in your log and to announce the advertisement as paid for by such person or entity. The entity furnishing the payment,  
if other than an individual person, is: ( ) a corporation; ( ) a committee; ( ) an association; or ( ) other unincorporated group.  
The names and offices of the chief executive officers are: \_\_\_\_\_

I understand that: If the time is to be used by the candidate within 45 days of a primary or primary runoff election, or within 60 days of a general or special election, the above charges represent the lowest unit charge ("LUR") of the system for the same class and amount of time for the same period; if the use is by a person or entity other than the candidate or is by the candidate but outside the aforementioned 45 or 60 day periods, the above charges do not exceed the charges made for comparable use of such system by other users.

I certify that neither I, nor my authorized committee, will submit [nor has submitted] advertisements that make any direct reference to another candidate for the same office. I understand that if an advertisement directly refers to another candidate for the same office I am only entitled to receive LUR as set forth above if the advertisement contains (1) a clearly identifiable photographic or similar image of me/the candidate, and (2) a clearly legible printed statement (a) that identifies me/the candidate, (b) states that I/the Candidate have approved the advertisement and (c) that I/the candidate or my authorized committee paid for the advertisement and its telecasting.

I agree that use of the System for the above-stated purposes will be governed by the Communications Act of 1934, as amended, and the FCC's rules and regulations, particularly those provisions printed on the back thereof, which I have read and understand. I further agree to indemnify and hold harmless Time Warner Cable Media for any damages or liability that may ensue from the performance of the above-stated telecasts. I also agree to prepare a script or transcription, which will be delivered to the System at least \_\_\_\_\_ days before the time of the scheduled telecasts. (Note: the two preceding sentences do not apply if a candidate is using the time).

By: DANNY BRISCOE Date: 8/13/16  
(Candidate, Supporter or Agent)  
Accepted/Rejected by: [Signature] Title: SA

This application, whether accepted or rejected, will be available for public inspection for a period of two years in accordance with FCC regulations (Section 76.1701)

(d) CLIENT agrees that TWC may identify CLIENT as an advertiser of TWC in client lists and other marketing materials.

(e) Neither TWC nor any System shall be obligated to distribute Advertisements regarding any product or service other than as expressly specified herein.

(f) This Agreement is not exclusive and TWC and all Systems remain free to solicit and to distribute programs or announcements of other advertisers whether or not they are in competition with the business, products or services of CLIENT.

(g) This Agreement, including the rights under it, may not be assigned or transferred without the prior written consent of TWC; nor may TWC be required to distribute Advertisements hereunder for the benefit of any CLIENT other than as expressly provided herein. Failure of TWC or CLIENT to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver as to that or any other provision.

(h) These Terms and Conditions, together with any orders placed by or on behalf of CLIENT and accepted by TWC for distribution of any Advertisement, Ad Content or other materials, shall constitute the entire agreement of the parties relating to the subject matter hereof (the "Agreement"), and no change to any of its terms or provisions shall be effective unless made in writing and signed by both TWC and CLIENT. Except as otherwise agreed in writing by TWC and CLIENT, these Terms and Conditions shall automatically apply to all current and future orders placed by or on behalf of CLIENT for distribution of any Advertisement, Ad Content or other materials, whether on a System, via IPTV, over the internet or otherwise.

(i) This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without regard to the conflicts of laws principles thereof. **TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND**

**ALL RIGHT TO, AND AGREE NOT TO REQUEST, A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING UNDER, OUT OF OR RELATED TO THIS AGREEMENT.**

(j) Any discrepancy, dispute or disagreement by CLIENT with any distribution or other service provided, or amount charged, hereunder must be reported to TWC in writing within thirty (30) days from the later of (i) the last scheduled distribution date, and (ii) the invoice date. Time is of the essence hereof and any failure by CLIENT to so notify TWC shall constitute a waiver by CLIENT of any and all claims or causes of action arising therefrom or related thereto.

(k) Either (i) CLIENT's signature below, or (ii) delivery to TWC or any System of any Advertisement, Ad Content or other materials by or on behalf of CLIENT for distribution hereunder, shall constitute CLIENT'S acceptance of all of the terms and conditions set forth herein.

ACCEPTED AND AGREED:

CLIENT: Russell Meyer

By: DANNY BRISCOE

Name: DANNY BRISCOE

Title: MEDIA BUYER

Date: 10/13/20